

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

S&S HEALTHCARE STRATEGIES, LTD.	:	Case No. 1:17-cv-783
	:	
Plaintiff,	:	Judge Bertelsman
	:	
v.	:	
	:	REPLY TO COUNTERCLAIM
THREE RIVERS PROVIDER NETWORK, INC.,	:	
	:	
	:	
Defendant.	:	

FIRST DEFENSE

Plaintiff S & S Healthcare Strategies, Ltd., hereby states as follows in reply to the numbered paragraphs of TRPN's counterclaim:

1. Deny for lack of knowledge.
2. Deny for lack of knowledge.
3. Deny for lack of knowledge.
4. Admit that S&S and TRPN discussed a software package; the software package and S&S's work on it are described in the Complaint. Otherwise deny TRPN's characterization of those discussions.
5. Admit that the parties entered into the MOU. Otherwise deny TRPN's characterization of these events.
6. Deny.
7. Admit that TRPN changed its instructions to S&S during the development of the software; deny remainder.
8. Admit that the parties executed the NDA; deny remainder.
9. In response to this paragraph, S&S states that the NDA speaks for itself.

10. In response to this paragraph, S&S states that the NDA speaks for itself.

11. In response to this paragraph, S&S states that the NDA speaks for itself.

12. In response to this paragraph, S&S states that the NDA speaks for itself.

13. Admit that the parties met regarding the development of the software; deny remainder.

14. Deny.

15. In response to this paragraph, S&S states that the MOU speaks for itself.

16. Deny.

17. Deny.

18. Deny.

19. Deny.

20. No response required.

21. Admit the existence of a controversy that is susceptible to resolution by declaratory judgment.

22. Admit.

23. No response required.

24. Deny.

25. Deny.

26. No response required.

27. Admit that TRPN provided information to S&S and state that the NDA speaks for itself. Deny remainder.

28. In response to this paragraph, S&S states that the NDA speaks for itself, and denies any implication that there is any breach or threatened breach of the NDA by S&S.

29. This paragraph appears to state a legal conclusion rather than a factual allegation; no response is required.

30. Admit that S&S performed substantial work on the project contemplated by the parties and that TRPN provided data in relation to that software project; deny remainder.

31. Deny.

32. Deny.

33. Deny.

34. Deny.

35. Deny.

36. Deny.

37. Deny.

38. Deny.

39. Deny.

40. Deny.

41. This paragraph contains no factual allegations. S&S denies that TRPN is entitled to the relief described here.

42. Deny.

43. No response required.

44. Deny.

45. Deny.

46. Deny.

47. Deny.

48. Deny.

49. Deny.
50. No response required.
51. Admit the existence under Ohio law of an implied covenant of good faith and fair dealing in the performance of commercial contracts; deny remainder.
52. Deny.
53. Deny.
54. Deny.
55. Deny.
56. Deny.
57. Deny.
58. Deny.
59. Deny.
80. No response required.
81. Deny.
82. Deny.
83. Deny.
84. Deny.
85. Deny.
86. Deny.
87. Deny.
88. Deny.
89. Deny.
90. No response required.

91. Deny.

92. Deny.

93. Deny.

94. Deny.

95. Deny.

96. Deny.

97. Deny.

ADDITIONAL DEFENSES

98. The counterclaim fails to state a claim up on which relief can be granted.

99. TRPN's claims are barred by assumption of risk, contributory or comparative fault, estoppel, failure of consideration, set-off, license, waiver, or statute of frauds.

100. TRPN's contract claims are barred due to its prior material breach, repudiation or lack of performance.

101. TRPN has failed to mitigate any damages.

102. TRPN is not entitled to injunctive relief because of its unclean hands.

S&S hereby gives notice of its intent to rely upon any additional affirmative defenses that may become known or available during the course of these proceedings.

WHEREUPON, S & S Healthcare Strategies, Ltd., respectfully requests that judgment be entered in its favor on all counterclaims, with costs and attorney's fees to be assessed against TRPN, and for such other relief as to which S&S is entitled under the law

Respectfully submitted,

/s/ Peter A. Saba

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CERTIFICATE OF SERVICE

I certify that the foregoing was served on all counsel of record on the date of filing through the court's CM/ECF system.

/s/ Peter A. Saba
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